



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE GENERAL SERVICES ADMINISTRATION  
AND  
DONALD J. TRUMP**

Introduction

This Memorandum of Understanding (MOU) establishes the provision of services and facilities made available by the U.S. General Services Administration (GSA) to Donald J. Trump, who is an eligible candidate in the 2016 general election for President of the United States, as defined in the Pre-Election Presidential Transition Act of 2010. The services and facilities to be provided are defined in Part I of this memorandum. Further, this MOU establishes the provision of services and facilities made available by the GSA to the President-elect and the Vice President-elect and paid out of funds appropriated by the Congress in accordance with the Presidential Transition Act of 1963, as amended, 3 U.S.C. 102 note, as detailed in Part II of this memorandum.

(b) (5)

If the Eligible Candidate is not ascertained as the winner of the general election, Part II of this MOU will become null and void.

Part I Pre-Election

The GSA Administrator (Administrator), upon acceptance by the Eligible Candidate, is authorized to provide to the Eligible Candidate, for use in connection with his preparations for the assumption of official duties as President, necessary services and facilities including: suitable office space appropriately equipped with furniture, furnishings, office machines, equipment and supplies, and telecommunications services. Other services required may be provided on a reimbursable basis. The space, supplies, and other services will be used exclusively and only for the Eligible Candidate's preparations for the assumption of official duties as President.

The Eligible Candidate has designated (b) (6) to act on his behalf to make decisions as may be required in connection with the services and facilities to be provided under the Pre-Election Presidential Transition Act of 2010. This authority may be

re-delegated by either of the aforementioned in writing, delivered to (b) (6) the GSA Federal Transition Coordinator, or (b) (6) Director of GSA's Presidential Transition Support Team (Director).

In order that all requirements can be expeditiously provided for and necessary financial and other controls maintained, the following provisions regarding services made available by the GSA are effective immediately. The provisions outlined below are not exhaustive and questions may arise from time to time with regard to specific situations. In those instances, the Eligible Candidate or his representatives should consult with the Director of the GSA Presidential Transition Support Team.

#### Office Space, Furniture, Equipment, and Supplies

GSA will provide office space and related services to the Eligible Candidate and his transition staff. GSA has identified in its inventory approximately 16,000 rentable square feet of office (b) (5) designed to house 114 of the Eligible Candidate's staff members from August 1, 2016, through November 8, 2016. If the Administrator is unable to determine the apparent winner of the general election, the end date for this period will automatically be extended to that date which the Administrator is able to determine the apparent winner of the general election.

GSA has completed space planning in an "open concept" floor plan appropriate for the purposes for which it will be used by the Eligible Candidate. GSA will make furniture and office equipment available for use by the Eligible Candidate. As GSA received an appropriation for this period to cover space and services, there is no rent chargeable to the Eligible Candidate.

All furniture and equipment for the Eligible Candidate will be in place by August 1, 2016. Therefore, any specific requests by the Eligible Candidate for changes to existing space and furniture layouts, or additional furniture or equipment, will result in additional costs that will be charged to the Eligible Candidate. Office equipment and supplies (other than smartphones and laptops) will not be removed from the premises without the express permission of the Administrator, the Federal Transition Coordinator, or the Director of the Presidential Transition Support Team. All office equipment, badges, and supplies are the property of the GSA and must be returned to GSA at the conclusion of the period covered by this MOU, except for consumable supplies (e.g., paper, pens) that were used. GSA will provide initial stock of consumable supplies and will replenish as used. Consumable supplies required beyond what GSA stocks are considered special orders. A GSA-determined monetary allowance of \$10,000 will be provided to each Eligible Candidate for special orders. Any special orders purchased with these funds shall be purchased pursuant to applicable procurement statutes and regulations. Any special orders above the monetary allowance shall be reimbursed by Eligible Candidate.

The space will be available from 8:00 am - 10:00 pm, Monday - Friday, and 10:00 am - 6:00 pm, Saturday, Sunday, and Federal holidays. Use of the space after hours is permissible, but will be

subject to overtime utility costs on a reimbursable basis and will require prior coordination with the Director. With the exception of emergency situations, GSA facility services will be available from 8:00 am - 6:00 pm, Monday - Friday, excluding federal holidays.

GSA will work with the Federal Protective Service (FPS) to obtain (b) (5) (b) (5) An armed security guard will be onsite from 7:30 am - 8:30 pm, Monday - Friday. GSA will notify the Eligible Candidate or his representative of what information will be required regarding staff members to ensure all security access protocols are completed and staff members can access the facility and utilize the services. The Eligible Candidate will ensure all required information is supplied and security protocols followed.

In the event the Eligible Candidate is not the apparent winner of the general election, the space must be vacated and returned within 5 calendar days of the election in good condition, reasonable wear and tear excepted. All documents and personal property items must be removed by this date or they will be considered abandoned. The pre-election space may continue to be available to the apparent winner for two weeks after the election to aid in the orderly move to the transition location. Additional time beyond the two week period would result in cost incurred by the Eligible Candidate's team.

#### Telecommunications and IT Services

GSA will provide an architected infrastructure to meet telecommunications and IT services and equipment for use by the Eligible Candidate, with installation included as part of the "turn-key" office space. GSA will supply software and equipment, and the equipment will be returned within 5 calendar days of the election. This equipment will be inventoried and all data on these devices will be deleted. Attached is a list of items to be provided by GSA (Attachment).

The GSA Presidential Transition Support Team will establish procedures for distributing and collecting all Government personal property that is made available for use by the Eligible Candidate. The Eligible Candidate and his staff hereby assume responsibility for loss of, or damage to, GSA's Government Furnished Equipment (GFE) under their control and agree to return all items in the same condition as received, reasonable wear and tear excepted.

The GSA Presidential Transition Support Team will establish a Help Desk for the convenience of the Eligible Candidate to provide IT support and miscellaneous other assistance to be further defined by GSA. As a result of the heightened cybersecurity threats associated with the U.S. presidential campaigns and election, the Eligible Candidates and his staff are encouraged to use GSA provided GFE. GSA will provide Windows-based laptops equipped with GMail, Calendaring, Google Drive, and Hangouts. The Eligible Candidate and his staff will receive a smartphone option of an Android or iPhone with talk time, text, unlimited data, and HotSpot services. The Help Desk staff will be knowledgeable on GFE hardware, software, and tools including multi-function devices (copier/printer/scanner/fax), but only limited support will be available for non-GFE equipment. Non-GFE equipment will be provided with Internet Only

access. Help Desk support will be available Monday through Friday, 7:00 am to 7:00 pm, including holidays. Emergency network support will be available 24 hours, 7 days a week.

Any specific requests by the Eligible Candidate for additional IT services, equipment or personnel will result in additional costs that will be charged to the Eligible Candidate.

Outbound international calls can be enabled as required. Costs incurred for international calls will be charged to the Eligible Candidate. All phones will receive inbound international calls at no cost. Conference calling is available through WebEx and Hangouts.

Eligible Candidate staff members will be required to individually sign and accept GFE laptops and Smartphones while accepting IT Rules of Behavior to safeguard the assets and the integrity of the network infrastructure.

#### Other Candidates

The Eligible Candidate acknowledges that GSA agrees to offer the same services and terms to each eligible candidate as defined by the Pre-Election Presidential Transition Act of 2010. All information and assistance by GSA will be on an equal basis and without regard to political affiliation. The space and IT networks for each Eligible Candidate are physically separated, and GSA will assign separate onsite staff, wherever practicable.

#### Other Funds

The Eligible Candidate may establish a separate fund as described in Section 3(h)(3) of the Presidential Transition Act, as amended, to support his activities in preparation for the assumption of official duties as President. If the Eligible Candidate establishes a separate fund, he must comply with the reporting and disclosure requirements of the Presidential Transition Act, as amended.

The Eligible Candidate, as a condition for receiving services and office space, shall not accept more than \$5,000 from any person, organization, or other entity for purposes of preparations for his assumption of office as the President.

#### Reports

The Eligible Candidate, as a condition of receiving services and office space, shall disclose to the Administrator the date of contribution, source, amount, and expenditure of all monetary contributions, including currency of the United States and of any foreign nation, checks, money orders, or any other negotiable instruments payable on demand, received for use in the preparation of the Eligible Candidate for the assumption of official duties as President. Disclosures made under this paragraph shall be in the form of a report to the Administrator by February 19, 2017. The report shall be made available to the public by the Administrator upon receipt.

The Eligible Candidate shall make available to the Administrator and the Comptroller General all information concerning such contributions as the Administrator or Comptroller General may require for purposes of auditing both the public and private funding used in the activities authorized by this Act.

#### Emergency Preparedness

It is critical that the Eligible Candidate be prepared to respond to any emergency situation that may occur during the transition period. The GSA Presidential Transition Support Team will provide the following support to assist with emergency preparedness planning: (1) a draft outlining the continuity of operations service; (2) mass notifications and accountability via the (b) (5) (3) temporary work space, upon request, during an actual COOP event, with requirements submitted via SF-2050 Reconstitution Questionnaire; (4) telework capability providing a "work from home" option; (5) regular updates regarding the status of facilities; and (6) a Senior Emergency Management point of contact (POC) to provide support to the Eligible Candidate. The Eligible Candidate should designate someone authorized to work with the GSA Emergency Management Officer to finalize its emergency preparedness planning. Office of Personnel Management (OPM) guidance for federal employee reporting should be utilized as an overall guide throughout any emergency or continuity event.

#### Effective Dates

Part I of this MOU becomes effective upon signature by both parties. Services provided by the Pre-Election portion of the agreement ends on November 8, 2016, or when the Administrator ascertains the apparent winner of the Presidential election. The facility will remain available until November 13, 2016, to allow for an orderly shutdown.

#### Amendments

Any terms and conditions of this Memorandum of Understanding, other than those reflecting existing laws or regulations, may be amended at any time by the mutual agreement of the parties in writing.

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## **Part II – Transition**

The Presidential Transition Act authorizes the Administrator to seek an appropriation for the purposes of the transition of the Executive Branch of the Government in an election year, some of which is designated specifically for use at the request of the President-elect and Vice President-elect (referred to collectively herein as the Office of the President-elect). For the 2016-2017 transition, the Administrator is seeking an appropriation in the amount of approximately \$7 million for the use of the Incoming Administration, of which \$6 million is designated for expenditure on behalf of the Office of the President-elect and \$1 million for Appointee Orientation. The Presidential Transition Act funds may not be expended by the Administrator for obligations incurred by the President-elect or Vice President-elect before November 9, 2016, or after July 19, 2017, except that the \$1 million for the Appointee Orientation activities is available through September 30, 2017. These figures may change as no money has yet been appropriated and GSA will be bound to the amount that is actually appropriated for Presidential Transition purposes.

The Administrator of General Services is authorized to use Presidential Transition Act funds to provide to the President-elect and Vice President-elect, for use in connection with their preparations for the assumption of official duties as President and Vice President, necessary services and facilities including: suitable office space, appropriately equipped with furniture, furnishings, office machines, equipment and supplies; payment of the compensation of members of office staffs designated by the President-elect or Vice President-elect; payment of expenses for the procurement of services of experts or consultants; payment of travel expenses and subsistence allowances, including lease of motor vehicles; IT and telecommunications services; mail services; and payment of expenses for printing and other administrative services.

As provided in the Transition Act, the President-elect and Vice President-elect have authorized (b) (6) to act on their behalf to make decisions as may be required in connection with the services and facilities to be provided by the Administrator under the Presidential Transition Act. This authority may be re-delegated by either of the aforementioned in writing and delivered to (b) (6), the GSA Federal Transition Coordinator, or (b) (6) (b) (6) Director of GSA's Presidential Transition Support Team (Director).

In order that all needs can be expeditiously provided for and necessary financial and other controls maintained, the following provisions regarding services made available by the GSA are effective immediately after the Administrator ascertains the Eligible Candidate as the apparent winner of the Presidential election. The procedures outlined below are not exhaustive and questions may arise from time to time with regard to specific situations. In those instances, the Office of the President-elect should consult with (b) (6) or directly with the appropriate GSA Transition Support Team member, as designated by (b) (6).

### Control of Funds

(b) (6)

persons designated by any of them in writing to (b) (6) are designated as the "Fund Manager(s)" for the Office of the President-elect. Only these individuals shall be authorized to execute and deliver documents for the expenditure or obligation of appropriated Presidential Transition Act funds. These individuals will work directly with the GSA Transition Support Team to ensure that all transactions are documented and processed in accordance with Federal law, GSA procedures, and this MOU, and will serve as the contacts for GSA on financial matters.

GSA will not pay any person or entity with Presidential Transition Act funds on behalf of the Office of the President-elect, nor reimburse the Office of the President-elect for expenses incurred by it, without the prior submission and approval of obligating documents from the Office of the President-elect, executed by a person authorized under the preceding paragraph.

### Accounting Services

Accounting records will be established and maintained by GSA to show the financial transactions of the Office of the President-elect with regard to the obligation and expenditure of Presidential Transition Act funds. In addition, GSA will prepare any reports required by the Office of the President-elect, the Office of Management and Budget, the Department of the Treasury or the Congress, excluding the reports described in Section 6 of the Presidential Transition Act of 1963, as amended, which are the responsibility of the Office of the President-elect.

### Personnel Services

The Administrator of General Services is authorized, upon documented request, to pay the compensation of members of the office staffs designated by the President-elect or Vice President-elect, or their designees, from the Presidential Transition Act funds. Payments shall be at rates determined by the Office of the President-elect, but not to exceed the rate provided for by 5 U.S.C. § 5376, for Executive Level IV (\$160,300 for 2016). Persons receiving compensation, as members of the office staffs under the Presidential Transition Act, other than those detailed from Federal agencies, are not held or considered to be employees of the Federal Government. These individuals are ineligible for the Federal Employees' Retirement System (FERS), Civil Service Retirement System (CSRS), Federal Employees' Health Benefits (FEHB), and Federal Employees' Group Life Insurance (FEGLI).

### Employment of Experts and Consultants

The Administrator of General Services is authorized to pay expenses for the procurement of services of experts, consultants, or organizations thereof for the President-elect or Vice President-elect, as authorized for the head of any department by Section 15 of the Administrative Expenses Act of 1946, as amended (5 U.S.C. § 3109), at rates not to exceed \$511.52 per day for individuals.

### Detail of Federal Employees

Any employee of any agency of any branch of the Federal Government may be detailed to the Office of the President-elect on a reimbursable basis with the consent of the head of the agency. A detailed employee shall continue to receive compensation for his or her regular employment and retain the rights and privileges of such employment without interruption. A letter from the Office of the President-elect requesting the detail must be submitted to the head of the agency, with a copy to the GSA Presidential Transition Support Team.

### Payroll Services

The employees of the Office of the President-elect receiving direct pay from the Presidential Transition Act fund will be paid through Electronic Funds Transfer (EFT) to the financial institution of their choice. GSA will enter all payroll data and maintain all payroll records. The employees of the Office of the President-elect will be paid bi-weekly, based on the written certification of the designee. Payroll deductions will be made for FICA and Federal and State tax withholding (except for those employees paid \$1.00 or less). The Office of the President-elect will notify the GSA Presidential Transition Support Team immediately if any employees terminate employment with the Office of the President-elect for any reason, including beginning employment with the Federal Government, so that these employees can be removed from the Transition payroll.

### Office Space, Furniture, Equipment, and Supplies

GSA has identified in its inventory approximately 141,441 rentable square feet of space designed to house approximately 500 individuals between the election and inauguration in the first wing of the (b) (5) GSA, in coordination with the Department of Homeland Security, Federal Protective Service and the U.S. Secret Service, shall secure the site.

The space has been prepared in advance of the election to "open concept" floor plans appropriate for the purposes for which it will be used by the President-elect, so that it will be available for use the day after the election. GSA will supply furniture and office equipment for use by the Office of the President-elect. The rent for this 'turn-key' office space, including all customary charges and fees as defined in the Occupancy Agreement, is chargeable to the

Presidential Transition Act funds unless exempted by the Administrator of the General Services Administration, in accordance with 40 U.S.C. 586(b)(3). The parties acknowledge and agree that in the event that the Administrator grants a rent exemption and that after all accounting for expenditures by the Office of the President-elect against the Presidential Transition Act appropriation, if there is any unobligated balance remaining in the appropriation, the Office of the President-elect will be deemed to have requested the Administrator to reimburse the GSA Federal Buildings Fund from the unobligated balance of the Presidential Transition Act appropriation.

GSA has completed its space planning layouts. All furniture and equipment (other than (b) (5) for the Office of the President-elect will be in place by November 8, 2016. Therefore, any specific requests by the Office of the President-elect for changes to existing space and furniture layouts, or additional furniture or equipment, will result in additional costs that will be charged to the Presidential Transition Act funds; and such additional costs will not be included in the rent, nor waived under any request for a rent exemption that may be granted by the Administrator.

The space will be available from 7:00 am - 10:00 pm, Monday - Friday, and 10:00 am - 6:00 pm, Saturday, Sunday, and Federal holidays. Use of the space after hours is permissible, but will be subject to overtime utility costs on a reimbursable basis and will require prior coordination with the Director. With the exception of emergency situations, GSA facility services will be available from 7:00 am - 6:00 pm, Monday - Friday, excluding Federal holidays.

If the Office of the President-elect requests additional space or space in a location outside Washington, D.C., the Administrator will attempt to obtain such space in the location requested after the election, and all associated costs will be charged to the Presidential Transition Act funds. A rent exemption will not be considered for such additional space. Likewise, any additional costs associated with requests for "overtime" charges for building operations or additional cleaning requested by the Office of the President-elect will be charged to the Presidential Transition Act funds and such cannot be waived through any rent exemption. The provision of an additional location would be subject to a separate agreement with GSA.

Office supplies are available from the GSA Presidential Transition Support Team on a reimbursable basis.

### Travel

The Presidential Transition Act permits the payment of travel expenses to individual travelers at the official invitation of the Office of the President-elect and to the Office of the President-elect employees to their duty stations if those duty stations are different from their principal places of business or residence. Presidential Transition Act funds are not available for movement of household goods or for the transportation of family members. All official travel by Office of the President-elect employees and other persons invited to travel at the Office of the President-elect's expense, which is arranged through GSA or Concur, under contract to GSA, shall be in

accordance with GSA Internal Travel Regulations and Control of Official Travel, PFM P 4290.1. GSA, in preparation for support to the Office of the President-elect, entered into a contract with Concur which required fees be paid in advance. It is agreed that the President-elect found this action necessary and authorized the Presidential Transition Act appropriation to refund the money previously expended by GSA.

### Telecommunications and IT Services

GSA will provide an architected infrastructure to meet telecommunications and IT services and equipment for use by the Office of the President-elect, with installation included as part of the "turn-key" office space. GSA will supply software and equipment, and the equipment will be returned by February 19, 2017. This equipment will be inventoried and all data on these devices will be deleted. Attached is a list of items to be provided by GSA (Attachment). The GSA Presidential Transition Support Team will establish procedures for distributing and collecting all Government personal property that is made available for use by the Office of the President-elect. The President-elect and his staff hereby assume responsibility for loss of, or damage to, GSA's Government Furnished Equipment (GFE) under their control and agree to return all items in the same condition as received, reasonable wear and tear excepted.

The GSA Presidential Transition Support Team will establish a Help Desk for the convenience of the President-elect and his employees to provide IT support and miscellaneous other assistance to be further defined by GSA. As a result of the heightened cybersecurity threats facing the U.S. Government, the Office of the President-elect is encouraged to use GSA

(b) (5)

Help Desk staff will be knowledgeable on GFE hardware, software, and tools including multi-function devices (copier/printer/scanner/fax) but only limited support will be available for non-GFE equipment. Non-GFE equipment will be provided with Internet Only access. Help Desk support will be available Monday through Friday, 7:00 am to 7:00 pm, including holidays. Emergency network support will be available 24 hours, 7 days a week.

Outbound international calls can be enabled as required. Costs incurred for international calls will be charged to the Office of the President-elect. All phones will receive inbound international calls at no cost. Conference calling is available through WebEx and Hangouts.

Office of the President-elect staff members will be required to individually sign and accept GFE laptop and Smartphone while accepting IT Rules of Behavior to safeguard the assets and the integrity of the network infrastructure.

Any specific request by the Office of the President-elect for additional IT services, equipment or personnel will result in additional costs that will be charged to the Presidential Transition Act

funds, and will not be included in the rent nor waived under any request for a rent exemption that may be granted by the Administrator.

### Mail

The GSA Presidential Transition Support Team will obtain support for mail services, the cost of which will be charged to the Presidential Transition Act funds. Support includes training on official government mail procedures for the Office of the President-elect, collection and delivery of official mail to the assigned zip code, leasing of metering equipment, and the purchase of special equipment for space. In addition, the service will provide off site screening of incoming USPS mail and that of alternate carriers, such as UPS and FedEx. In the case of a suspicious incoming mail item, the article will be isolated and the United States Secret Service will be contacted for appropriate handling. Scanned mail will be delivered in a secure vehicle to the (b) (5) Outgoing mail will be metered on-site and subsequently picked up and entered into the postal mail system. The service can provide for special pickups upon request.

### Reports

As required by Section 6 of the Presidential Transition Act, as amended, the President-elect and Vice President-elect shall disclose to the Administrator:

(1) the date of contribution, source, amount, and expenditure thereof of all monetary contributions, including currency of the United States and of any foreign nation, checks, money orders, or any other negotiable instruments payable on demand, other than Federal funds, received either before or after November 8, 2016, for use in their preparations for assumption of office; and

(2) all information concerning such contributions as the Administrator and Comptroller General may require for purposes of auditing both public and private funding used in connection with preparations for assumption of office.

Disclosures made under paragraph (1) above shall be in the form of a report to the Administrator by February 19, 2017, and shall be made available to the public by the Administrator upon receipt.

The President-elect and Vice President-elect, as a condition for receiving services and funds authorized by the Transition Act, shall not accept more than \$5,000 from any person, organization, or other entity for purposes of preparations for their assumption of office as the President and Vice President.

They shall also, as a condition for receiving services and funds authorized by the Presidential Transition Act, make available to the public names, most recent employment, and information

regarding the sources of funding which support the transition activities of all transition personnel (full-time or part-time, public or private or volunteer) who are members of the President-elect or Vice President-elect's Federal department or agency transition teams. Such disclosures shall be made public before the initial transition team contact with a Federal department or agency and shall be updated as necessary as required under Section 6(b) of the Act.

### Appointee Orientation and Transition Directory

The Presidential Transition Act directs GSA to prepare a Transition Directory and to coordinate orientation activities for individuals the President-elect intends to nominate as department heads or appoint to key positions in the Executive Office of the President. For the 2016 – 2017 transition, the Administrator has requested \$1 million for orientation activities for the incoming Administration. The GSA Presidential Transition Support Team will assist the Office of the President-elect in planning appointee orientation and, if requested, will contract with one or multiple third-party organizations for orientation services. The parties acknowledge and agree that the appropriated funds must be obligated for the purposes of the Transition Act not later than September 30, 2017. Therefore, GSA strongly recommends that planning be substantially completed no later than June 2017, and that contracts be in place no later than August 31, 2017.

GSA, in collaboration with the National Archives and Record Administration, launched the Directory on November 5, 2015. The Transition Directory was completed and is available at <https://presidentialtransition.usa.gov/>.

### Emergency Preparedness

It is critical that the Office of the President-elect be prepared to respond to any emergency situation that may occur during the transition period. The GSA Presidential Transition Support Team will provide the following support to assist with emergency preparedness planning: (1) a draft outlining the continuity of operations service; (2) mass notifications and accountability via the (b) (5) (3) temporary work space during an actual COOP event, with requirements submitted via SF-2050 Reconstitution Questionnaire; (4) telework capability providing a "work from home" option; (5) regular updates regarding the status of facilities; and (6) a Senior Emergency Management POC to provide support to the Office of the President-elect. The Office of the President-elect should designate someone authorized to work with the GSA Emergency Management Officer to finalize its emergency preparedness planning. Office of Personnel Management (OPM) guidance for federal employee reporting should be utilized as an overall guide throughout any emergency or continuity event. Certain principals and senior staff will fall in with the White House COOP Plan, facilitated by Secret Service.

### Effective Dates

Part II of this MOU becomes effective upon signature by both parties and upon the Administrator's ascertainment of the apparent successful candidate for President and Vice-President, but no sooner than November 9, 2016, and terminates on January 20, 2017, except that this MOU shall be effective through July 19, 2017, with respect to the sections entitled "Control of Funds", "Accounting Services", and "Reports", and for any obligation entered into by the President-elect or Vice President-elect prior to the date of inauguration (January 20, 2017), and through September 30, 2017, with respect to "Appointee Orientation and Transition Directory."

### Amendments


Any terms and conditions of this Memorandum of Understanding, other than those reflecting existing laws or regulations, may be amended at any time by the mutual agreement of the parties in writing.


### Authorization

The terms and conditions of this MOU are agreed to and approved by:

Eligible Candidate

General Services Administration

By:  (b) (6)  
Richard H. Baggot  
Dated: 7/29/16

By:  (b) (6)  
Timothy O. Horne  
Dated: 8-1-2016

## **Attachment – IT Information**

### **Attachment**

### **IT Information**

#### **Introduction**

**GSA will provide Eligible Candidates and Office of the President-elect users with an IT infrastructure that will support their day-to-day operations. This document serves as an overview of Pre-Election and Office of the President-elect end-user hardware and software. The following table provides a list of the end-user equipment and the respective quantities.**

(b) (5)



### **Workstation Applications**

**GSA will provide users with a Dell Latitude laptop computer. Each laptop will be imaged with the following applications. \*Cloud-based applications are marked with an asterisk.**

(b) (5)





**MEMORANDUM OF UNDERSTANDING, AMENDMENT  
BETWEEN  
THE GENERAL SERVICES ADMINISTRATION  
AND  
DONALD J. TRUMP**

This agreement amends and clarifies the Memorandum of Understanding (MOU) between the General Services Administration and Donald J. Trump (Eligible Candidate) dated August 1, 2016. In Part I, in the Office Space, Furniture, Equipment, and Supplies section (bottom of page 2 and top of page 3), the MOU provided that the office space will be available from 8:00 am to 10:00 pm, Monday through Friday, and 10:00 am to 6:00 pm on Saturdays, Sundays, and Federal holidays, and that use outside of those time periods is permissible but subject to overtime utility costs on a reimbursable basis. While the hours of operation are unchanged, for weekend and holiday periods, if the Eligible Candidate knows in advance that his team will not utilize the space on a weekend day or holiday and GSA is notified by noon on the Thursday immediately prior to the weekend or holiday, he may bank those hours and receive a credit for the utility costs toward future overtime Heating, Ventilation, and Air Conditioning (HVAC) needs. Schedule modifications submitted and/or changed after the noon on Thursday deadline cannot be accommodated. Any banked hours that are not utilized during the weekend or holidays will be tracked by GSA and can be credited to overtime HVAC costs in the future. Any unused banked hours not utilized by 11:59 pm on November 7, 2016, will have no carryover or use for another purpose.

The terms and conditions of this amendment to the MOU are agreed to and approved by:

Eligible Candidate

By:

(b) (6)

*Richard A. Cragg*

Dated:

*8/16/16*

General Services Administration

By:

(b) (6)

*Amee Whitman*

Dated:

*8/17/16*

**REDELEGATION OF AUTHORITY  
UNDER THE MEMORANDUM OF UNDERSTANDING  
BETWEEN THE GENERAL SERVICES ADMINISTRATION & DONALD J. TRUMP**

By my signature below, this redelegates authority granted under the Memorandum of Understanding (MOU) between the General Services Administration (GSA) and Donald J. Trump (President-elect) dated August 1, 2016.

Pursuant to the Presidential Transition Act and the MOU, (b) (6) and I are hereby authorized to act on behalf of President-elect Trump and myself and may make decisions as may be required in connection with the services and facilities to be provided by the General Services Administration pursuant to the Presidential Transition Act.

Both (b) (6) are also designated as "Fund Managers" for the Office of the President-elect within the meaning of the MOU, in addition to (b) (6).

All prior delegations of authority under the MOU to (b) (6) are hereby revoked and any of (b) (6) designations of control of funds to other individuals are suspended unless reconfirmed by (b) (6).

Executed on this 14 day of November, 2016.

By

(b) (6)

Vice President-elect Michael R. Pence  
Presidential Transition Team Chair

MEMORANDUM OF UNDERSTANDING AMENDMENT  
BETWEEN  
GENERAL SERVICES ADMINISTRATION  
AND  
DONALD J. TRUMP

This agreement amends and clarifies the Memorandum of Understanding (MOU) between the General Services Administration and Donald J. Trump (President-elect) dated August 1, 2016. In Part II, in the Payroll Services section (page 8), the MOU addressed GSA providing direct payroll service to the President-elect's Transition Team. The President-elect's Transition Team now plans to continue using its third party payroll provider, and GSA will reimburse the President-elect's Transition Team for permissible payroll expenses pursuant to the Presidential Transition Act of 1963, as amended, and other applicable statutes related to pay, benefits, and taxes. To ensure prompt and accurate reimbursement, the President-elect's Transition Team will provide the Controller for GSA's Presidential Transition Support Team (John Geraghty) or his designee with a report of payroll disbursed, in a mutually agreed upon format, that includes employee names, base salaries, benefits, and taxes. The information must be submitted to GSA's Controller or designee by an individual identified as a fund manager in the MOU or a properly delegated individual. GSA will review the request and reimburse to the extent permitted by law for each employee. Reimbursement will be done by an electronic funds transfer within 10 days to the President-elect's 501(c)(4) fund created pursuant to the Presidential Transition Act.

The terms and conditions of this amendment are agreed to and approved by:

President-elect's Transition Team

Name

(b) (6)

Dated:

11/16/16

General Services Administration

Name

(b) (6)

Dated:

11/16/16

November 22, 2016

Aimee Whiteman  
Director, Presidential Transition Support Team  
Timothy Horne  
Federal Transition Coordinator  
Office of the Administrator  
U.S. General Services Administration  
1800 F Street, NW  
Washington, DC 20405

Dear Ms. Whiteman and Mr. Horne:

This letter serves as notification in accordance with the Memorandum of Understanding between the General Services Administration and Donald J. Trump that (b) (6) has been designated as an additional authorized Fund Manager for the President-elect's Transition Team.

Thank you for your efforts and support to ensure a smooth transition.

Sincerely,

(b) (6)

Rick Dearborn  
Executive Director  
President-elect's Transition Team

MEMORANDUM OF UNDERSTANDING AMENDMENT  
BETWEEN  
GENERAL SERVICES ADMINISTRATION  
AND  
DONALD J. TRUMP

This agreement amends and clarifies the Memorandum of Understanding (MOU) between the General Services Administration and Donald J. Trump (President-elect) dated August 1, 2016. In Part II, in the Payroll Services section (page 8), the MOU addressed GSA providing direct payroll service to the President-elect's Transition Team. By an addendum to the MOU dated November 16, 2016, GSA and the President-elect's Transition Team agreed to a process allowing for reimbursement of payroll provided by a third party payroll provider. Now the parties are agreeing to a process in which GSA will pay the third party payroll provider directly.

The President-elect's Transition Team has a contract with Insperity to provide payroll services. The Transition Team is required to pay Insperity two days prior to the dispersal of payroll to the Transition Team's employees. GSA will pay Insperity directly on the day that the Transition Team's payment is due to Insperity. GSA will only pay for permissible payroll expenses pursuant to the Presidential Transition Act of 1963, as amended, and other applicable statutes related to pay, benefits, and taxes.

To ensure prompt and accurate payment, the President-elect's Transition Team will provide the Controller for GSA's Presidential Transition Support Team (John Geraghty) or his designee with a report of payroll to be disbursed, in a mutually agreed upon format, that includes employee names, base salaries, benefits, and taxes. The information must be submitted, no later than three (3) business days before payment is due to Insperity, to GSA's Controller or designee by an individual identified as a fund manager in the MOU or a properly delegated individual. GSA will review the request and pay Insperity to the extent permitted by law for each employee. After payroll is actually disbursed to employees, the Transition Team will provide another payroll report detailing names, salaries, benefits, and taxes paid. GSA will review the paid report and if any payment by GSA was in excess of that paid to an employee or in violation of any statute or regulation, GSA will be reimbursed by the Transition Team that for that overpayment.

The terms and conditions of this amendment are agreed to and approved by:

President-elect's Transition Team

Name

(b) (6)

Dated: \_\_\_\_\_

General Services Administration

Name

(b) (6)

Dated: 11/28/16

**REDELEGATION OF AUTHORITY  
UNDER THE MEMORANDUM OF UNDERSTANDING  
BETWEEN THE GENERAL SERVICES ADMINISTRATION & DONALD J. TRUMP**

By my signature below, this redelegates authority granted under the Memorandum of Understanding (MOU) between the General Services Administration (GSA) and Donald J. Trump (President-elect) dated August 1, 2016.

Pursuant to the Presidential Transition Act and the MOU, (b) (6), are hereby authorized to act on behalf of President-elect Trump and myself and may make decisions as may be required in connection with the services and facilities to be provided by the General Services Administration pursuant to the Presidential Transition Act.

(b) (6) also designated as "Fund Manager" for the Office of the President-elect within the meaning of the MOU.

All prior delegations of authority under the MOU to (b) (6) and (b) (6) are hereby revoked and any of (b) (6) designations of control of funds to other individuals are suspended unless reconfirmed by Mr. (b) (6)

Executed on this 19th day of January, 2017.

(b) (6)  
By \_\_\_\_\_

Rick Dearborn, Executive Director  
Presidential Transition Team

**MEMORANDUM OF UNDERSTANDING AMENDMENT  
BETWEEN  
GENERAL SERVICES ADMINISTRATION  
AND  
DONALD J. TRUMP**

This agreement amends and clarifies the Memorandum of Understanding (MOU) between the General Services Administration and Donald J. Trump (President-elect) dated August 1, 2016. (b) (5) is available until January 20, 2017, as are the (b) (5). The President-elect's transition team requested to continue to utilize the office space until March 31 (b) (5) (b) (5) to include security and information technology (IT) support, as well as (b) (5) through March 31, 2017, with no additional support.

Per this amendment, the President-elect's transition team will continue occupancy of the office (b) (5) and parking spaces until February 28, 2017, for uses consistent with the Presidential Transition Act, as amended. This additional time period will be subject to rent and rent will not be waived pursuant to any rent waiver previously approved in accordance with 40 U.S.C. § 586(b)(3) for the same space to cover November 9, 2016, through January 20, 2017. Unless a new rent waiver is requested and approved, rent for the extension will be paid from the appropriation available to the General Services Administration to support the President-elect and Vice President-elect (Presidential Transition appropriation). In addition to basic rent, the President-elect (through the Presidential Transition appropriation) will be responsible for security costs and any HVAC and overtime utilities not included in the core MOU terms regarding availability of the space. GSA will not charge the Presidential Transition appropriation for communication and IT support (to include the circuit, infrastructure and helpdesk support, and software licenses and support), and shredding services. The President-elect's transition team will sign GSA Occupancy Agreements for the office space and parking spots for the additional time period. GSA will coordinate with the Federal Protective Service (FPS) for continued security at the office location to include 3 FPS personnel or contracted guards, 2 stationed at the entrance on E Street and one to roam the space, on-site between 7:00 am and 10:00 pm, daily, including weekends and holidays. Access to the office space will not be available outside the hours FPS security is available. No on-site GSA Presidential Transition Support Team ambassador support will be available, but on-call IT help desk support will be available every day, weekends and holidays included, from 7:00 am to 7:00 pm. Other services provided through the MOU scheduled to cease on January 20, 2017, not specifically extended by this amendment will not be extended (e.g., payroll, travel, supplies). The President-elect's transition team will need to identify in writing individuals that are delegated authority to act on behalf of the President-elect and Vice President-elect with respect to the subject matter of this amendment and as fund managers if the previously identified individuals cease to work on the transition effort. After February 28, the President-elect's transition team will be granted use of 4 private offices in wing 1 of the 1800 F Street building for the month of March, but there will be no additional support and no dedicated entrance/exit on E Street.

All parking passes will be returned by March 1, 2017, and Government furnished IT equipment will be returned by March 31, 2017.

GSA will be allowed access to wing 1 of 1800 F Street effective January 20, 2017, (basement through the third floor and the seventh floor) to prepare the space for GSA's use after February 28, 2017, but GSA will not access and use any of wing 1 for routine GSA business. GSA may use the entirety of wing 1 (other than the 4 private offices detailed above) as of March 1, 2017.

The terms and conditions of this amendment are agreed to and approved by:

President-elect's Transition Team

General Services Administration

Name

(b) (6)

Name

(b) (6)

Dated:

1-17-17

Dated:

1-19-17

**MEMORANDUM OF UNDERSTANDING AMENDMENT**  
**BETWEEN**  
**GENERAL SERVICES ADMINISTRATION**  
**AND**  
**DONALD J. TRUMP**


This agreement amends and clarifies the Memorandum of Understanding (MOU) between the General Services Administration (GSA) and Donald J. Trump (President-elect) dated August 1, 2016, specifically the Appointee Orientation and Transition Directory section in Part II (page 12). GSA is authorized to pay for orientation related activities pursuant to section 3(a)(8) of the Presidential Transition Act, as amended. One million dollars was appropriated for this purpose and is available to be obligated until September 30, 2017.

Rather than have GSA contract for orientation seminars, briefings, workshops, or other activities, the President-elect's Transition Team plans to offer orientation services itself for potential political appointees. This MOU amendment clarifies the support GSA will provide.

GSA will require copies of contracts and invoices for expenses to be paid or reimbursed. In addition, the Transition Team will need to certify that the expense is for activities authorized by section 3(a)(8) of the Presidential Transition Act. For expenses related to trainers or presenters, the submission to GSA should include items such as the individuals biography, resume, and/or curriculum vitae, a synopsis of the material to be covered and/or a copy of the training material to be presented (e.g., slides). If GSA is requested to contract directly for a facility or service, it is understood that GSA must follow all acquisition laws and regulations applicable to Federal agencies. All expenditures must be presented to GSA and obligated prior to October 1, 2017. The President-elect's Transition Team needs to identify, in writing, those individuals authorized to make requests of and submit invoices to GSA for payments pursuant to this amendment.

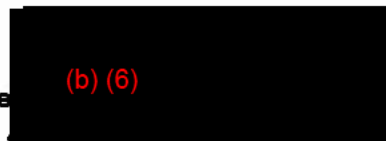
The terms and conditions of this amendment are agreed to and approved by:

**President-elect's Transition Team**

Name:  (b) (6)

Dated: 1/20/17

**General Services Administration**

Name:  (b) (6)

Dated: 1-17-17